BILL NO. S-85-06-14

SPECIAL ORDINANCE NO. S- 135-85

AN ORDINANCE approving Springmill Woods Storm and Sanitary Sewer Extension Agreement with the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Springmill Woods Storm and Sanitary Sewer Extension Agreement with the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> This Agreement between the City and Springmill Woods Development Corp. is for Springmill Woods Storm and Sanitary Sewer Extension, description attached. This agreement incorporates oversizing of storm sewers for further City use whereby the City of Fort Wayne and developer agree to pay a fifty-fifty (50-50) basis. The City has required the developer to install sanitary sewers throughout the development in order to provide service to an offsite area. The City requested the developer to cost share on placing a sanitary sewer relief line within the Westmoor Park area. The sanitary sewer extension and joint venture project is being done in lieu of area connection fees;

involving a cost to the City of Thirty-Two Thousand Six Hundred Sixty-Three and 85/100 Dollars ($32,663.85), all as more particularly set forth in the Agreement and which is on file with the Office of the Board of Public Works and Safety and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Gaston, and duly adopted, read the second time by title and referred to the Committee Com. Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, ~~City-County~~ Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.

DATE: 6-25-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8	___	_____	1	_____
BRADBURY	___	___	_____	✓	_____
BURNS	✓	___	_____	_____	_____
EISBART	✓	___	_____	_____	_____
GiaQUINTA	✓	___	_____	_____	_____
HENRY	✓	___	_____	_____	_____
REDD	✓	___	_____	_____	_____
SCHMIDT	✓	___	_____	_____	_____
STIER	✓	___	_____	_____	_____
TALARICO	✓	___	_____	_____	_____

DATE: 7-9-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~(RESOLUTION)~~ NO. R-135-85

on the 9th day of July, 19 85,

ATTEST: (SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of July, 19 85,

at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of July

19 85, at the hour of 9 o'clock A.M.,E.S.T.

Peter R. Simon
~~WIN MOSES, JR.~~, MAYOR

AGREEMENT
for
STORM SEWER and
SANITARY SEWER EXTENSIONS

THIS AGREEMENT made in triplicate this 19th day of June, 1985, by and between **Springmill Woods Development Corp.,** hereinafter referred to as **"Developer"** and the **CITY OF FORT WAYNE, INDIANA,** an Indiana Municipal Corporation, hereinafter referred to as **"CITY,"**

WITNESSETH:

WHEREAS, the Developer desires to construct a storm sewer hereinafter referred to as "Storm Sewer," described as follows:

> Beginning at a point situated 12 feet West of the Northwest corner of Lot #85 in Westmoor Extended addition; thence Easterly within an existing easement over the North 12 feet of said Lot #85 and continuing within the right-of-way of Edenton Drive and Dresden Drive, a distance of 205 feet to proposed storm sewer manhole #12; thence continuing Easterly within the right-of-way of Dresden Lane and North Glendale Drive, a distance of 260 feet to proposed storm manhole #11; thence continuing Easterly within said right-of-way of North Glendale Drive and within an existing easement over the South 6 feet of Lot #166 in said Westmoor Extended Addition; a distance of 195 feet to proposed storm sewer manhole #10; thence Easterly, a distance of 190 feet to proposed storm sewer manhole #9; thence Easterly a distance of 105 feet to proposed storm sewer manhole #3; thence Easterly a distance of 155 feet to proposed storm sewer manhole #1; thence Southeasterly a distance of 230 feet to proposed storm sewer manhole #8; thence Easterly a distance of 235 feet to proposed storm sewer manhole #7; thence Easterly a distance of 250 feet to an existing storm sewer manhole in the right-of-way of Reckeweg Road.
>
> Also, beginning at proposed storm manhole #10; thence Northeasterly a distance of 15 feet to proposed storm sewer inlet #10-A.
>
> Also, beginning at proposed storm sewer manhole #1; thence Southwesterly a distance of 25 feet to proposed storm sewer inlet #2.
>
> Also, the proposed storm water detention basin and all appurtenances thereto all as shown on plan sheet number 4 of 7.

in accordance with plans, specifications and profiles heretofore submitted to the City of Fort Wayne and now on file in the office of the Chief Engineer of the Water Pollution Control Utilities of the City, and known as Springmill, which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest but also an adjoining land area.

WHEREAS, the cost of construction of said storm sewer is represented to be **$65,327.70** composed of **$56,117.70** for construction costs; **$6,360.00** for engineering services, **$350.00** for legal fees and a maximum of **$2,500.00** for City Inspection fees.

WHEREAS, the developer desires to construct a sanitary sewer, hereinafter referred to as "Sanitary Sewer," described as follows:

> Beginning at a proposed sanitary sewer manhole #1-A on an existing 8-inch sanitary sewer within the right-of-way of North Glendale Drive at the Southwest corner of the intersection of said North Glendale Drive with Dresden Lane; thence Easterly within the right-of-way of North Glendale Drive and within an existing easement over the North 6 feet of Lot #167 in Westmoor Extended Addition, a distance of 195 feet to proposed sanitary sewer manhole #1, thence Easterly, a distance of 200 feet to proposed sanitary sewer manhole #2; thence Easterly, a distance of 195 feet to proposed sanitary sewer manhole #3; thence Easterly a distance of 125 feet to proposed sanitary sewer manhole #4; thence Northeasterly a distance of 135 feet to proposed sanitary sewer manhole #5.
>
> Also, beginning at proposed sanitary sewer manhole #1; thence Southerly a distance of 255 feet to proposed sanitary sewer manhole #1-C.
>
> Also, beginning at an existing sanitary sewer manhole lying within the right-of-way of Reckeweg Road; thence Southwesterly a distance of 190 feet to proposed sanitary sewer manhole #1-B

and known as Springmill which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has interest, but also an adjoining land area.

WHEREAS, the cost of construction of said sanitary sewer is represented to be **$43,884.00** composed of **$40,694.00** for construction costs; **$2,840.00** for engineering services, and **$350.00** for legal fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **CONSTRUCTION OF STORM SEWER AND SANITARY SEWER**

The Developer shall cause said storm sewer and sanitary sewer, to be constructed and located in accordance with said plans, specifications, and profiles all approved by the City, under private contract to be let within terminating period as specified by item number 10 of this agreement. Alll work and materials shall be subject to inspection by City and the right of City to halt constructionn if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City.

2. COST OF CONSTRUCTION - STORM SEWER

The developer and the City agree to finance the Development needs required plus the City of Fort Wayne oversizing needs. On a 50%-50% basis the entire cost and expense of construction of said sewer including engineering, inspection and legal fees, and agree to defend and to hold each other harmless from any liability for claims arising from the non-payment of its share of the costs. It is agreed that the City shall reimburse the Developer within 30 days of written

documentation and approval by City Water Pollution Control Engineering Department.

In order to properly install said storm sewer at the correct grade an existing City water main located on the West side of Edenton Drive must be lowered. Since the Developer, at his own time and expense has acquired the necessary easements from property owners to construct said sewer, the City agrees to use its crew at its expense to relocate the existing water main to enable construction of the storm sewer. Backfill, and surface restoration work for relocating the water main will be provided for in the storm sewer contract.

3. **COST OF CONSTRUCTION - SANITARY SEWER**

The developer agrees to pay the entire cost and expense of construction of said sanitary sewer, including engineering and inspection fees and area connection fees. The area connection fees from Developer due is established at **$5,115.29** based upon 7.951 acres at **$700.00** per acre, less **$450.41** previously paid via Resolution 864-1974, and to hold the City harmless from any liability for claims connected therewith. However, since the City has required the Developer to incorporate within the design of the proposed sanitary sewer a lateral extension of the proposed sanitary sewer to serve adjacent properties to the South of the Developer's property. The City agrees to reimburse the developer for the entire cost of the construction, engineering, legal expense and inspection of the extension up to a maximum of **$4,175.80.** The description of the sanitary sewer subject to this reimbursement provision is as follows:

Beginning at proposed sanitary sewer manhole #1; thence Southerly a distance of 255 feet to proposed sanitary sewer manhole 1-C. At the request of the City of Fort Wayne, the developer agrees to install an 8" sanitary sewer from North Glendale Drive West to Edenton Drive in order to relieve the sanitary sewer that is located to the North. This work is to be performed in lieu of the receipt of area connection fees of $939.49. The City of Fort Wayne shall supply the appropriate material to perform the above.

5. AREA OF DEVELOPER

Said sanitary sewer when accepted by the City will serve the following described real estate: Springmill Woods.

Part of Lot #24 in Edsall's Subdivision in LaGro Reserve Township 30 North, Range 12 East, Allen County, Indiana, more particularly described as follows, to wit:

Beginning on the East line of said Lot #24 at a point situated 108.9 feet, S 00 - 00 W (assumed bearing and is used as the basis for the bearings in this description) from the Northeast corner of said Lot #24; thence S 00' - 00'W, on and along said East line, being within the right-of-way of Reckeweg Road, a distance of 326.7 feet to the Southeast corner of said Lot #24; thence S 89' - 54'W, on and along the South line of said Lot #24 a distance of 1001.0 feet to the Southwest corner of said Lot #24; thence N 00' - 12'W, on and along the West line of said Lot #24, a distance of 435.6 feet to the Northwest corner of said Lot #24; thence N 89' - 54'E, on and along the North line of said Lot #24, a distance of 650.0 feet to a point situated 352.52 feet, S 89' - 54'W from the Northeast corner of said Lot #24; thence S 00' - 12'E and parallel to the West line of said Lot #24, a distance of 108.9 feet; thence N 89' - 54' E and parallel to the North line of said Lot #24, a distance of 352.14 feet to the point of beginning, containing 9.137 acres of land, subject to legal right-of-way for Reckeweg Road and subject to all easements of record.

The foregoing tract of land is the proposed plat of Springmill Woods and contains 1.186 acres of land proposed to be dedicated as public right-of-way.

The net area of said plat subject to area connection charges by the City of Fort Wayne is 7.951 acres of land.

As the Developer and the City will share the cost of construction said sanitary sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap permit fees as are customarily charged by the City for connections to City sewer mains.

6. CHARGE AGAINST BENEFITTED AREA

Fort Wayne Board of Works will adopt a resolution that anyone who utilizes by connection to storm sewer oversize and sanitary lateral addition will pay a proportionate share of the cost of said improvements.

7. EASEMENTS

The Developer is responsible to acquire all necessary easements both permanent and temporary, for storm sewer and sanitary sewer.

8. GOVERNING STATUTE

It is the intention of the parties hereto to utilize and take a vantage of any apply to this Agreement the provisions of Sections 16, 17, 18 of Chapter 128 of the Acts of 1967 of the State of Indiar

(Refer to I.C. 19-2-7-16, 17 and 18), the provisions of which Section shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

10. This agreement will be terminated if developer does not begin construction within 12 months after Board of Public Works & Safety and Councilmanic approvals.

IN WITNESS WHEREOF, the parties have subscribed to this agreement the day and year first above written.

DEVELOPER: **"Springmill Woods Development Corporation"**

James J. Lancia, President

Floyd A. Lancia, Vice President

ATTEST:
Floyd A. Lancia, Corporate Secretary

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State personally appeared **James J. Lancia and Floyd A. Lancia, as Officers of Springmill Woods Development Corporation,** and acknowledged the execution of the foregoing Agreement as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 28th day of May 1985.

Notary Public
Resident of Allen County

My Commission Expires:

CHARLES I WICKENSHEIMER
NOTARY PUBLIC STATE OF INDIANA
ALLEN CO
MY COMMISSION EXPIRES OCT. 30 1986
ISSUED THRU INDIANA NOTARY ASSOC.

"CITY"

Win Moses, Jr., Mayor

Board of Public Works & Safety

By _____
David J. Kiester, Director
of Public Works

By _____
Cosette R. Simon, Director
of Administration & Finance

By _____
Lawrence D. Consalvos, Director
of Public Safety

ATTEST: _____
Helen Gochenour, Clerk

APPROVED as to form and legality:

_____
Richard I. Snouffer, Associate
City Attorney
ASSOCIATE CITY ATTORNEY

STATE OF INDIANA)
) SS
COUNTY OF ALELN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Win Moses, Jr., Mayor, and David J. Kiester, Cosette R. Simon and Lawrence D. Consalvos, as Directors of the Board of Public Works & Safety, and acknowledged the execution of the foregoing Agreement as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS My hand and notarial seal this 20th day of June, 1985.

_____
Notary Public
Resident of Allen County

My Commission Expires:

3-1-88

L. SETTIMI McMAHON
NOTARY PUBLIC STATE OF INDIANA
ALLEN CO.
MY COMMISSION EXPIRES MARCH 1, 1988
ISSUED THRU INDIANA NOTARY ASSOC.

This instrument prepared by:
Z.K. Tazian

TITLE OF ORDINANCE Agreement bet. City & Springmill Woods Development Corporation

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety D-85-06-44

SYNOPSIS OF ORDINANCE This Agreement between City and Springmill Woods Development Corp is for Springmill Woods Storm and Sanitary Sewer Extension, description attached. This agreement incorporates oversizing of storm sewers for further City use whereby the City Fort Wayne and developer agree to pay a fifty-fifty (50-50) basis. The City has required t developer to install sanitary sewers throughout the development in order to provide service to an offsite area. The City requested the developer to cost share on placing a sanitary sewer relief line within the Westmoor Park area. The sanitary sewer extension and joint venture project is being done in lieu of area connection fees.

EFFECT OF PASSAGE Storm and sanitary sewer extension to serve attached described areas.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $32,663.85 - City cost

ASSIGNED TO COMMITTEE

BILL NO. S-85-06-44

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving Springmill Woods Storm and Sanitary Sewer Extension Agreement with the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

YES		NO
	THOMAS C. HENRY CHAIRMAN	
	JANET G. BRADBURY VICE CHAIRWOMAN	
	DONALD J. SCHMIDT	
	JAMES S. STIER	
	CHARLES B. REDD	

CONCURRED IN 7-9-85

SANDRA E. KENNEDY
CITY CLERK